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DIGITAL MEDIA GROUP, INC./
DMG d/b/a KJ ENTERTAINMENT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

DIGITAL MEDIA GROUP, INC./DMG
d/b/a KJ ENTERTAINMENT, a
California corporation,

Plaintiff,

v.

IPTV CORPORATION, a California
corporation doing business as
THAITV.TV, an unknown business
entity; BKT GROUP CORPORATION,
a California corporation; and DOES 1-
10,

Defendants.

Civil Action No.: CV 08-8615 GW (JTLx)

**FINAL JUDGMENT UPON CONSENT
WITH RESPECT TO DEFENDANTS**

1 Plaintiff, DIGITAL MEDIA GROUP, INC./DMG d/b/a KJ
2 ENTERTAINMENT (hereinafter “DMG” or “Plaintiff”), having filed a Complaint in
3 this action charging defendants IPTV CORPORATION d/b/a THAITV.TV and BKT
4 GROUP CORPORATION (collectively, “Defendants”) with federal copyright
5 infringement, federal unfair competition and false designation of origin and false
6 description, state statutory unfair competition, and constructive trust, and the parties
7 desiring to settle the controversy between them, it is

8 **ORDERED, ADJUDGED AND DECREED** as between the parties that:

9 1. This Court has jurisdiction over the parties to this action and over the
10 subject matter hereof pursuant to 17 U.S.C. § 501; 28 U.S.C. § 1331 and § 1338(a)
11 and (b); and 28 U.S.C. § 1367. Venue in this district is proper pursuant to 28 U.S.C. §
12 1391 (b) and (c) and § 1400(a). Service was properly made against Defendants and
13 Defendants do not contest service or jurisdiction.

14 2. DMG is a corporation duly organized and existing under the laws of the
15 State of California and doing business as the fictitious business entity KJ
16 Entertainment. DMG has a principal place of business at 2121 W. Crescent Ave.,
17 Suite D, Anaheim, California 92801. Since at least as early as 2006, DMG has been
18 in the business of television and film distribution. DMG’s activities include without
19 limitation the licensing and distribution of Korean television programs dubbed or
20 subtitled into other languages.

21 3. DMG is the exclusive North American licensee and/or owner by
22 assignment of the copyrights in and to those certain Korean television programs
23 identified in Exhibit 1 to the Complaint (collectively, the “Programs”), which were
24 originally owned and/or produced by Seoul Broadcasting System International, Inc.
25 (“SBS”), Mun Hwa Broadcasting Corporation (“MBC”) and/or KBS America, Inc.
26 (“KBS”). DMG, SBS, MBC and KBS are hereinafter referred to collectively as the
27 “Rights Holders.”
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1 4. At all times herein relevant, the Rights Holders have complied in all
2 respects with the Copyright Act, 17 U.S.C. §§ 101, et seq., including compliance with
3 the statutory registration and deposit requirements, and secured the exclusive rights
4 and privileges in and to the copyrights of the Programs (the “Copyrights”). The
5 Programs are original works, comprise copyrightable subject matter under the
6 Copyright Act, and have been copyrighted in full compliance with the Copyright Act.

7 5. As the owner and/or exclusive licensee of the Programs, DMG has the
8 exclusive right to distribute, display, perform, prepare derivative works, and to
9 reproduce the Programs and to sue for violations thereof. (DMG’s rights are
10 hereinafter referred to collectively as the “Exclusive Rights”).

11 6. DMG’s Exclusive Rights include, specifically, the right to prepare
12 derivative works of the Programs in the Thai language.

13 7. The Rights Holders and their duly authorized licensees have expended
14 thousands of dollars to create, advertise and distribute the Programs.

15 8. As a result of the success of the Programs and DMG’s use and promotion
16 of its Exclusive Rights in and to the Programs, the Programs have become firmly
17 associated with the quality of DMG’s business. In order to maintain its reputation for
18 quality as well as the value of its licenses, DMG maintains strict quality control over
19 its duly authorized licensees. In doing so, DMG carefully ensures the quality of the
20 derivative works distributed by its licensees and the advertising and promotional
21 materials used by its licensees in connection with the promotion, reproduction and
22 distribution of the Programs.

23 9. Plaintiff has not authorized Defendants to distribute, display, perform,
24 prepare derivative works, or to reproduce the Programs, or to advertise, promote,
25 upload, make available for download, download, offer for sale or sell the Programs.
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1 10. Plaintiff alleges that Defendants have sold unauthorized copies of its
2 Programs in violation of its Exclusive Rights (the “Accused Programs”). Defendants
3 enter into this Judgment without admitting liability.

4 11. Defendants and their respective officers, directors, employees, attorneys,
5 partners, agents, subsidiaries, successors, assigns, affiliates, related companies, and
6 any and all persons and entities under Defendants’ direction or control, or in active
7 concert or participation with any of them, agree to be contractually enjoined and are
8 immediately and permanently enjoined and restrained throughout the world from:

9 (a) directly or indirectly infringing the Copyrights, the Programs and
10 Plaintiff’s Exclusive Rights as described above in any manner,
11 including generally, but not limited to, manufacturing, importing,
12 copying, displaying, distributing, uploading, making available for
13 downloading, downloading, advertising, selling, and/or offering for
14 sale the Accused Programs and/or any portions thereof, and/or any
15 goods or other unauthorized products that picture, reproduce, or
16 utilize the likenesses of or which copy or bear a substantial
17 similarity to any of the Copyrights or Programs and/or any portions
18 thereof without the express written consent of Plaintiff;

19 (b) directly or indirectly infringing the common law copyrights of any
20 television series programs and/or episodes held by the Rights
21 Holders (the “Common Law Programs”) in any manner, including
22 generally, but not limited to, manufacturing, importing, copying,
23 displaying, distributing, uploading, making available for
24 downloading, downloading, advertising, selling, and/or offering for
25 sale the Common Law Programs and/or any portions thereof,
26 and/or any goods or other unauthorized products that picture,
27 reproduce, or utilize the likenesses of or which copy or bear a
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1 substantial similarity to any of the Common Law Programs and/or
2 any portions thereof without the express written consent of the
3 Rights Holders;

4 (c) engaging in any conduct that tends falsely to represent that, or is
5 likely to confuse, mislead or deceive purchasers, Defendants'
6 customers and/or members of the public to believe that, the actions
7 of Defendants, the Accused Programs sold by Defendants, or
8 Defendants themselves are connected with Plaintiff or its licensors,
9 are sponsored, approved, or licensed by Plaintiff or its licensors, or
10 are in some way connected or affiliated with Plaintiff or its
11 licensors;

12 (d) affixing, applying, annexing, or using in connection with the
13 manufacture, distribution, advertising, sale, and/or offering for sale
14 or other use of any goods or services, a false description or
15 representation, including words or other symbols, tending to
16 falsely describe or represent such goods as being those of Plaintiff
17 or its licensors;

18 (e) diluting and infringing the aforementioned copyrighted works and
19 damaging Plaintiff's goodwill, reputation and business; and

20 (f) effecting assignments or transfers, forming new entities or
21 associations or utilizing any other device for the purpose of
22 circumventing or otherwise avoiding the prohibitions set forth in
23 subparagraphs (a)-(e) above.

24 12. In connection with the prohibitions set forth in Paragraph 11, above,
25 Defendants agree to and shall conduct all reasonable due diligence to determine the
26 lawful owner of any Korean television series or episodes prior to importing, copying,
27 displaying, distributing, uploading, making available for downloading, downloading,
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1 advertising, selling and/or offering for sale any such programs including without
2 limitation performing searches of the U.S. Copyright Office online database, obtaining
3 legalized chains of title, and confirming with the Rights Holders whether they claim
4 ownership to any such titles or episodes.

5 13. The jurisdiction of this Court is retained for the purpose of making any
6 further orders necessary or proper for the construction or modification of the
7 settlement agreement between the parties, this Judgment, the enforcement thereof and
8 the punishment of any violations thereof.

9 14. This Judgment shall be deemed to have been served upon Defendants at
10 the time of its execution by the Court.

11 15. The Court expressly determines that there is no just reason for delay in
12 entering this Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil
13 Procedure, the Court directs entry of judgment against Defendant.
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15 Dated: November 20, 2009
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18 _____
19 Hon. George H. Wu
20 United States District Judge
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1 Presented by:

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11 Digital Media Group, Inc./DMG
12 d/b/a KJ Entertainment

13 **CONSENTS**

14 The undersigned hereby consent to the entry of the Final Judgment Upon
15 Consent.

16 Dated: _____, 2009 IPTV CORPORATION d/b/a THAITV.TV

17 By: _____
18 Ron Petcha, Owner and President

19 Dated: _____, 2009 BKT GROUP CORPORATION

20 By: _____
21 Ron Petcha, Owner and President

22 Dated: _____, 2009 DIGITAL MEDIA GROUP, INC./DMG d/b/a KJ
23 ENTERTAINMENT

24 By: _____
25 Dong Ju Yang a/k/a Jay Yang,
26 Owner and President